



COMMONWEALTH of VIRGINIA

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Director

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REQUEST FOR PROPOSALS NO. FDE-2005-14

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS IN ACCORDANCE WITH THE CODE OF VIRGINIA OR AGAINST A BIDDER OR OFFEROR BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT.

THIS PUBLIC BODY COMPLIES WITH THE CODE OF VIRGINIA, THE DEPARTMENT OF GENERAL SERVICES' AGENCY PROCUREMENT AND SURPLUS PROPERTY MANUAL, AND THE VENDOR'S MANUAL.
CODE OF VIRGINIA, § 2.2-4310A and § 2.2-4343.1D

ISSUE DATE: September 30, 2005

TITLE: Jurisprudence Examination Services
for the Virginia Board of Funeral Directors and Embalmers (FDE)
Department Of Health Professions (DHP)

COMMODITY CODE: 92420 – Examination and Testing

ISSUING & USING AGENCY: Department Of Health Professions
Richmond, Virginia

PERIOD OF CONTRACT: For Two (2) Years From Date Of Award, Renewable Annually for Three (3) Additional Years. (See Section 7.11 for renewal information).

PROPOSAL DEADLINE: Sealed proposals will be received until Noon, Eastern Time, Friday, November 4, 2005, for furnishing the services described herein. Proposals received after this time will be returned unopened.

INFORMATION AVAILABLE ON DHP WEBSITE

RFP NO. FDE-2005-14 IS AVAILABLE AT DHP'S WEBSITE: www.dhp.virginia.gov.
SCROLL DOWN THE LEFT COLUMN TO AGENCY INFORMATION, "REQUESTS FOR PROPOSALS".
FOR APPLICABLE STATUTES & REGULATIONS, CLICK ON THE "BOARD OF FUNERAL DIRECTORS."

ALL INQUIRIES FOR INFORMATION MUST BE DIRECTED TO:

Donna Shropshire, Agency Contracts Manager

Phone: (804) 662-9965 Fax: (804) 662-9521 E-Mail: donna.shropshire@dhp.virginia.gov

All inquiries must be in writing (e-mail preferred) and received no later than Noon, Eastern Daylight Time, Wednesday, October 19, 2005.

All proposals (hand-delivered or mailed) are to be sent directly to the issuing agency as indicated below:
Donna Shropshire, Agency Contracts Manager
Virginia Department of Health Professions
6603 West Broad Street, 5th Floor
Richmond, Virginia 23230-1712

All proposals must be submitted in accordance with the Special Terms and Conditions, Section 7.7, of this Request for Proposals, "IDENTIFICATION OF PROPOSAL ENVELOPE." All proposal packages are to be marked "DO NOT OPEN."

RFP NO. FDE-2005-14
BOARD OF FUNERAL DIRECTORS & EMBALMERS JURISPRUDENCE EXAMINATION

*** THIS PAGE IS TO BE COMPLETED AND RETURNED WITH PROPOSAL ***

In compliance with this Request for Proposals and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

(Name of Company)

Date: _____

(Street Address)

By: _____
(Signature in Ink)

(City/State/Zip Code)

By: _____
(Typed or Printed Signature)

Title: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

FEI/FIN #: _____

LEGEND OF ATTACHMENTS

ATTACHMENT A

Regulations of the Virginia Board of Funeral Directors and Embalmers
Title of Regulations: 18 VAC 65-20-10 et seq.
Revised Date: June 15, 2005

ATTACHMENT B

Regulations For Preneed Funeral Planning
Effective: July 28, 2004
18 VAC 65-30-10 et seq.

ATTACHMENT C

Regulations for Resident Trainee Programs
18 VAC 65-40-10 et seq.
Revised Date: February 26, 2003

ATTACHMENT D

Code of Virginia
Chapters 1, 24.1, 25 and 54.1 As It Relates to Regulatory Boards

ATTACHMENT E

Department of Health
Board of Health Regulations Governing Vital Records
12 VAC 5-550-110 et seq.
October 2004

ATTACHMENT F

Code of Virginia
Department of Health Vital Records
§32.1 et seq.

ATTACHMENT G

Code of Virginia
Department of Health
Postmortem Examinations and Services
32.1 et seq.

ATTACHMENT H

Federal Trade Commission
Funeral Rules
453.1 et seq., U.S.C.
Funeral Industry Practices

ATTACHMENT I

SWAM UTILIZATION PLAN & GLOSSARY OF SWAM TERMS
(SMALL, WOMEN & MINORITY-OWNED BUSINESSES)

I. PURPOSE: The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified sources and establish a contract through competitive negotiation for the administration, grading and reporting of a computer-based jurisprudence examination for those applicants seeking licensure with the Board of Funeral Directors & Embalmers (FDE), a board within the Department of Health Professions (hereinafter referred to as "DHP"), an agency of the Commonwealth of Virginia.

The Department and the Board have given consideration to the most effective and efficient method providing *the best value* for testing the applicant and have concluded that a contract with a testing service is the most viable option. The Board is seeking the services of a qualified Contractor to administer an examination on State and Federal statutes and regulations which determine minimum competency for those seeking licensure with the Board. [See Section 7.4, "Best Value."]

II. BACKGROUND: Consistent with §54.1-100 *et seq.*, §54.1-2400 *et seq.*, and §54.1-2800 *et seq.*, of the Code of Virginia and Virginia Regulation 18 VAC 65-20-10 *et seq.*, the Board is seeking the services of a qualified Contractor to provide examination services for those seeking initial licensure in the Commonwealth as a Funeral Director & Embalmer. See Attachments 1-4 that sets forth the definitions of practice and other requirements for licensure, registration, and certification of this profession in §54.1-2800 *et seq.* of the Code of Virginia and Board *Regulations*.

§ 54.1-2814. Examination.

Each applicant for license for the practice of funeral service shall be examined in writing on:

- 1. Basic and health sciences including anatomy, chemistry, bacteriology, pathology, hygiene and public health;*
- 2. Funeral service arts and sciences including embalming and restorative art;*
- 3. Funeral service administration including accounting, funeral law, psychology, and funeral principles, directing and management.*

The Board may recognize other examinations that it considers equivalent to its examination.

Board activities include:

- education program approval;
- initial licensure, registration, and certification by examination and endorsement;
- renewal and reinstatement of eligible individuals;
- investigation and adjudication of practice complaints
- maintaining a contractual relationship for testing services, and
- handling inquiries and numerous other on-going activities.

This program is supported by DHP's Licensure and Discipline Information Network (L2K) as well as DHP's resources for purchasing, personnel, and finance, providing public information, and office and meeting facilities. The Virginia Office of the Attorney General provides legal services.

This arrangement would not require an exchange of funds between the DHP and the testing service; rather, the applicant would be responsible for the examination fee payable directly to the testing service.

The FDE jurisprudence examination was developed approximately eight years ago and has been reviewed and updated annually. The most recent review and update was completed in June 2005. The exam is currently administered by a testing company and consists of 100 multiple-choice questions derived from federal and state statutes and regulations. There are regulatory or statutory changes since the most recent review and an update will be necessary. There are approximately 250 items in the data bank which is the property of DHP and will be available to the Contractor awarded this contract.

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SCROLL DOWN THE LEFT COLUMN TO AGENCY INFORMATION, "REQUESTS FOR PROPOSALS".
FOR APPLICABLE STATUTES & REGULATIONS, CLICK ON THE "BOARD OF FUNERAL DIRECTORS."

III. SCOPE OF WORK

This examination is currently administered in pencil-paper format. However, the Board has determined that computer-based testing (CBT) would be advantageous to the candidate as well as the Board. The Board shall make its determination based on *best value* (see Section 7.4), is receptive to alternative written examination methods, and would honor requests to evaluate proposals incorporating innovative testing methods.

The Contractor shall provide the services outlined below.

3.1 EXAMINATION REVIEW AND UPDATE. The Contractor is to

- 3.1.1 Review and update the exam annually, or as determined by the Board, to incorporate statutory or regulatory change.
- 3.1.2 Provide, to the satisfaction of the Board, information to substantiate the validity and reliability of examination content, administration, and scoring of each examination to be administered, if necessary. Such information shall be in accordance with recognized acceptable test measurement standards, most specifically, the Joint Technical Standards for Education and Psychological Testing (American Psychological Association, 1999), the "Joint Standards." The Contractor shall not impose any new requirements on an applicant having the force and effect of a regulation or law unless it is specified by statute or regulation of the Board or specified in writing by the Board or its agent. Such information shall be certified by individual(s) qualified in test measurement.
- 3.1.3 Provide access upon request to the test items to the Board or its designee at no expense to the Commonwealth.
- 3.1.4 Provide all editorial, psychometric, printing, and computer services for test development.
- 3.1.5 Provide a plan for Board control and approval of examination design, evaluation, revision, and administration.
- 3.1.6 Maintain and update the test data bank and change the questions at a minimum rate of twenty-five (25%) percent and ensuring compliance with the Joint Standards.
- 3.1.7 Provide a written plan for using alternative forms of examination for re-test purposes. The Board retains the right to establish its own policy for re-examination to include waiting time, further education requirements and the number of times a candidate may be retested.
- 3.1.8 Convene a panel of experts to arrive at a method to assure the maintenance of a comparable passing standard, provide an explanation of the methodology, and provide a recommendation for the passing standard to the Board which reserves the option to determine the cut score.

3.2 PREPARATION AND PRINTING OF TEST FORMS AND STUDY GUIDE

- 3.2.1 Be responsible for preparing and distributing sufficient supporting materials to accomplish the objectives of the program.

- 3.2.2 Be responsible for developing and providing all related systems, reports, services, and for printing all test materials, questionnaires, etc., subject to prior inspection and approval by the Board.
- 3.2.3 Develop and provide, for a fee, a study guide for the candidate. (See Section 4.2.4, Fee Outline).

3.3 EXAMINATION APPLICATION AND ELIGIBILITY SCREENING

- 3.3.1 Provide a Board-approved readily-identifiable website to include examination applications and examination information.
- 3.3.2 Subject to prior inspection and specific approval by the Board, the Contractor shall prepare and provide to the candidate exam information, procedures, and application forms. Information to be included in the application packet shall describe, at a minimum, the examination requirements, fee schedule, examination content, sample questions, examination dates for the year, application deadline dates, and security and registration information as well as any other pertinent information deemed appropriate and necessary.
- 3.3.3 The printed information shall advise the candidates that successful completion of the examination shall be placed on record with the Virginia Board.
- 3.3.4 The printed information shall describe the method by which candidates may contact the Contractor (including a toll-free number and e-mail address) to resolve problems and receive information concerning registration, administration, and score reporting on all parts of the examination.
- 3.3.5 Return to the Board all individual examination applicant records collected upon completion after scoring. Offeror shall submit a plan to turn over all records at such time as the contract may be terminated for whatever reason. All records must be provided in an approved format that is encryption free.
- 3.3.6 Describe and implement quality control procedures which will be used to assure that examination applicant processing activities meet the requirements stated in this section.

3.5 EXAMINATION REGISTRATION

- 3.5.1 Establish a system for registering examination-eligible candidates for the examination and maintain a record of all candidates who have completed an application. Notify the Board of requests pursuant to the Americans with Disabilities Act.
- 3.5.2 Establish and implement a notification system so that candidates receive testing information at least ten (10) calendar days prior to the examination date for which they are scheduled. The information provided to the candidate shall include at a minimum the following: the test center location, reporting time, identification required, date of test, and any material necessary for the examination. A system which assures appropriate security but provides flexibility for the candidate is preferred.
- 3.5.3 Be responsible for collecting all examination fees from the candidates, which shall be the total compensation due to the Contractor.
- 3.5.4 Provide for a reasonable deadline, acceptable to the Board, for submission of examination applications.

3.6 EXAMINATION ADMINISTRATION

Below is a list of the number of examinees for the last fiscal year. Although this number is anticipated to be representative of those seeking licensure, the Commonwealth does not guarantee a specific number of candidates for examination.

EXAM DATE	LOCATION	NO. OF CANDIDATES
April 7, 2004	Richmond	2
May 12, 2004	Richmond	6
June 8, 2004	Norfolk	3
July 28, 2004	Lynchburg	9
October 27, 2004	Lynchburg	8
November 27, 2004	Lynchburg	8
November 17, 2004	Glen Allen	1
November 22, 2004	Glen Allen	2
December 14, 2004	Norfolk	4
January 5, 2005	Glen Allen	4
February 08, 2005	Norfolk	9
March 30, 2005	Lynchburg	14
April 6, 2005	Glen Allen	3
May 11, 2005	Richmond	11
June 14, 2005	Norfolk	8
July 27, 2005	Lynchburg	12
ANNUAL TOTAL		104

- 3.6.1 Propose a schedule for examination administration.
- 3.6.2 Assume total responsibility for administering the examination in test centers throughout the Commonwealth of Virginia at locations acceptable to the Board, i.e.,
- Richmond
Tidewater (Norfolk, Virginia Beach , etc.)
Roanoke (Salem)
Southwest (Far Western Virginia, e.g., Abingdon)
Northern Virginia (Fairfax, Alexandria, etc).
- 3.6.3 Obtain and be financially responsible for facilities throughout Virginia which are acceptable to the Board that will provide suitable accommodations for candidates, i.e., good lighting and ventilation; sufficient room for spacing the candidates, chairs, and a writing surface; accessibility to rest rooms; and be free from distractions that would affect the candidate's ability to perform optimally on the examination.
- 3.6.4 Obtain professionally trained and experienced personnel and chief examiners to administer the examination to candidates. All personnel shall be trained to ensure that the testing procedure utilized in each center is consistent to assure a fair uniform examination program. There shall be sufficient personnel at each examination site to administer the test and closely monitor the candidates in order to maintain security.
- 3.6.5 Provide for mandatory examiner training sessions and materials at least once annually.

- 3.6.6 Describe and implement the quality control procedures which will be used to assure that examination site and test personnel meet the requirements stated in this document.
- 3.6.7 Assure that only qualified applicants who have proper government-issued identification documentation are admitted for the examination administration.
- 3.6.8 Admit, without prior notification, properly identified Virginia Board observers to the examination site to periodically monitor test administration procedures and to any other location where examination materials are handled or stored.
- 3.6.9 Provide written procedures and examiner training for handling emergency situations, security breaches, and other irregularities at the examination site (e.g., power failures, equipment failure, defective test material, illness, disruptions, or inclement weather).
- 3.6.10 Provide a written plan for immediate notification to the Board concerning problems involving candidates on the exam site.
- 3.6.11 Provide other services, materials, and equipment necessary for conducting the examination that may enhance the accomplishment of the general objective of the proposal, e.g., backup equipment. Proposal shall include a complete description of these services, materials, and equipment.
- 3.6.12 Provide modifications in procedure or materials for candidates with documented disabilities at no additional fee to the candidate. Such modifications must be consistent with the regulations of the Virginia Office of Protection and Advocacy (VOPA) which can be found at <http://www.vopa.state.va.us/>. (See General Terms and Conditions, "Anti-Discrimination, Section 6.3 of this RFP).

3.7 SCORE EXAMINATIONS AND PROVIDE FOLLOW-UP REPORTS

- 3.7.1 Examinations shall be expert-scored and the Contractor shall ensure a mechanism for quality control of testing materials.
- 3.7.2 All plans, procedures, etc., for scoring, analyzing, and reporting shall be accomplished in consultation with, under the direction of, and subject to the approval of the Board.
- 3.7.3 Perform item analysis for each item used on the examination. The Contractor shall employ a standard technique consistent with the Joint Standards for Psychological Testing for recommending changes in cut scores to the Board.
- 3.7.4 Upon scoring each test, the Contractor shall provide the Board within three (3) calendar days with a written summary report detailing the results of each examination administered and scores of each candidate taking the examination. This report shall include name, address, score, and pass or fail status of applicants, test title, date and time of the examination and any other required data collected regarding candidates. The Board shall be provided with test results either at the same time or prior to test results being released to the candidate. At no time shall the candidate receive a test score prior to the Board's knowledge.
- 3.7.5 The Contractor shall notify all candidates of their scores and advise each candidate of his/her pass or fail status within three (3) business days, or better.
- 3.7.6 The Contractor shall establish a system whereby candidates who fail the examination shall receive their test results and diagnostic information regarding strengths and weaknesses in subject matter areas as well as procedures for retaking the examination.
- 3.7.7 Provide an applicant score review or verification available upon the request of a candidate, at a nominal fee to the candidate.

3.7.8 Expediently provide a DVD or internet FTP electronic file with the following information for all successful examination applicants:

3.7.8.1 Social security number, obtained in accordance with §7(b) of the Privacy Act of 1974 (5 U.S.C. 552a);

3.7.8.2 name
(a) last name;
(b) first name;
(c) middle name;
(d) generation (Jr., Sr., III);

3.7.8.3 address
(a) address 1;
(b) address 2;
(c) city;
(d) state;
(e) Zip code;

3.7.8.4 educational program identification number

3.7.8.5 test date for each part (mm/dd/yyyy)

3.7.8.6 date of birth: (mm/dd/yyyy)

3.7.8.7 test score (if applicable)

Any submitted plan **must** satisfy the requirements and meet the approval of the IT Director of DHP's Data Center.

3.7.9 Provide for retention of item performance for a period of not less than five (5) years.

3.7.10 The Contractor shall use the education program identification number provided by the Board.

3.7.11 The Contractor shall provide the Board an approved monthly written report summarizing the results of the examinations administered and a summary of the performance of candidates for each educational program.

3.7.12 Annually provide the Board with a comprehensive summary of all testing statistics.

3.7.13 The Contractor shall distribute a survey which has been approved by the Board to examinees regarding the testing process and examination items which shall be delivered to the Board within seven (7) calendar days of the examination administration.

3.8 **SECURITY**

3.8.1 The Contractor shall accept all liability for maintenance and security of the examination and the examination process. The Contractor shall develop and implement procedures to assure quality control and the confidentiality of the test material. The Contractor shall ensure methods or means of security for the test administration as well as security for the delivery of testing material to and from test sites. The Contractor shall state the procedures proposed to be used in protecting confidentiality, maintaining security, and providing for quality assurance control.

3.8.2 The Contractor shall notify the Board immediately by telephone of any breach of security or suspected breach of security. The Contractor shall investigate and immediately report to the Board by telephone any security violation or attempted violation, or any unusual occurrences in the administration of the examination or respond to any candidate complaint as notified as a result of contract by the Board.

- 3.8.3 The Contractor shall confiscate any evidence in conjunction with any such violations or occurrences secure the evidence and provide it to DHP within three (3) business days.
- 3.8.4 The Contractor shall provide DHP with a written report within three (3) business days. The Contractor shall subsequently supply a written report outlining the impact, steps taken to rectify the situation, and ramifications of such a breach of security. The Contractor shall assist the Board, including testifying, in any proceedings, which may be undertaken against a candidate for any irregularity, unusual occurrence or other security violation.
- 3.8.5 Applicant candidate information shall be considered confidential and shall not be collected or released except in accordance with the Privacy Protection Act, Code of Virginia §2.1-377 et seq. and the Freedom of Information Act, Code of Virginia §2.1-340 et seq.

3.9 COMMUNICATION WITH DEPARTMENT:

The Offeror shall provide resumes of all key personnel associated with this contract along with current direct phone numbers, fax numbers, and e-mail addresses.

The Contractor shall immediately notify DHP of any change in its key personnel pertinent to this contract to include new personnel, transfers, direct phone numbers, fax numbers, and e-mail addresses used to contact personnel. It is the Contractor's responsibility to provide assurance that DHP is to have prompt direct access to personnel responsible for implementing this contract.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Department of Health Professions. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal, but will in no way change the original proposal. The Department of Health Professions will schedule the time and location of these presentations. Oral presentations are an option of the Department of Health Professions and may or may not be conducted. Therefore, proposals should be complete.

4.1 GENERAL PROPOSAL PREPARATION

- 4.1.1 In order to be considered for selection, Offerors must submit a complete response to the RFP. One original and nine copies of each proposal must be submitted to Donna Shropshire, Agency Contracts Manager. No other distribution of the proposals shall be made by the Offeror.

Upon request, the Offeror shall provide its proposal electronically. **DO NOT** submit the proposal electronically until requested by DHP.

- 4.1.2 Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. All services shall be performed as described herein. Deviations shall not be considered unless the Offeror can explain in detail that the deviation is of material benefit to the State and provides service levels at least equal to that specified. Failure to comply may result in rejection of the proposal by the Department of Health Professions. Proposals which are substantially incomplete or lack key information may be rejected by the Department at its discretion.
- 4.1.3 Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- 4.1.4 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the RFP.

- 4.1.5 Emphasis should be on completeness and clarity of content. Simple restatements of the RFP requirements will be judged as a nonresponsive reply to this RFP.
- 4.1.6 Proposals shall be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP.
- 4.1.7 Offerors shall cite the paragraph number, subsection, and repeat the text of the requirement as it appears in this RFP (Section III). Failure to comply may result in rejection of the proposal.

If a response covers more than one page, the paragraph number and subsection should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- 4.1.8 Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*.

Trade secrets or proprietary information submitted by an Offeror for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder or offeror must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. It is an agency's responsibility to establish and enforce procedures to protect vendor proprietary information with the same degree of protection that would be provided for confidential information of the Commonwealth. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected.

- 4.1.9 It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. See the *Glossary*, Attachment I, and Sections 4.2.11, 5.5, and 7.9 of this RFP, and §2.1-64.32.1 of the *Code of Virginia* for further clarification.

In accordance with the Commonwealth's policy of facilitating and maximizing the participation of small businesses and businesses owned by women and minorities in its purchasing programs, a stipulation of award shall be that offerors include, as part of their proposal, a plan that ensures SWAM participation in the subcontracting plans.

4.2 SPECIFIC PROPOSAL REQUIREMENTS: Proposals should be as thorough and detailed as possible so that the Department of Health Professions may properly evaluate your capabilities to provide the required services. Proposals shall include a complete description of services, materials, and equipment. Offerors are required to submit the following items as a complete proposal:

- 4.2.1 Page 2 of this RFP, completed as required and signed.
- 4.2.2 A detailed outline, description, and plan of approach used by the Contractor to provide examination services and how that process complies with the Joint Technical Standards for Education and Psychological Testing (American Psychological Association, 1999).
- 4.2.3 A comprehensive implementation plan and timeline showing procedures for accomplishing the scope of work, evidence of ability to meet required timelines.
- 4.2.4 A cost outline:
 - The fee charged to the candidate to take a computer-based examination
 - A fee charged to the candidate for a study guide
- 4.2.5 A brief history, organizational outline. Provide a representative list of contracts or users of the Offeror's services for examinations held in the past five years.
- 4.2.6 Current financial statement, e.g.
 - annual report (if the Offeror is a subsidiary, indication of the subsidiary reference within the annual report must be noted),
 - letter from CPA or financial institution (Letter must indicate the individual submitting the letter is familiar with the Offeror and that to the best of his/her knowledge, in good financial standing), or
 - other verifiable sources.
- 4.2.7 Resumes, qualifications and selection of personnel, including expert scorers of the exam.
- 4.2.8 Governing documents, including but not limited to, articles of incorporation, constitution, and bylaws.
- 4.2.9 Samples or descriptions of forms, instructions, manuals, tests, reports, etc., that will be used in the development, administration, and reporting of the examination as specified in Section III of this document.
- 4.2.10 References. (See Terms and Conditions, "References," (Section 7.10).
- 4.2.11 Completion of Attachment I
SWAM (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) UTILIZATION PLAN
- 4.2.12 Any additional factual information that may be of assistance to DHP in its evaluation of the proposal of the Offeror.

V. AWARD CRITERIA:

DHP will determine which proposal has the **best value** which is the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs, as predetermined in this solicitation. Criteria are ranked by importance with 5.1 being the most important:

The Department of Health Professions shall evaluate proposals and determine which proposal provides the best value using the following criteria:

- 5.1 **Experience:** Contractor's familiarity and proven experience, including references, with occupational licensing programs and demonstrated ability to provide high-quality service, meeting industry and governmental guidelines, in timely and responsible manner.
- 5.2 **Technical Capacity of Offeror:** The Contractor's knowledge of and experience in state-of-the-art testing services and the Offeror's ability to provide these services as it relates to tasks necessary to accomplish work required by this RFP. Examples include qualified personnel, systems, facilities, and risk management.
- 5.3 **Responsiveness:** Presentation of ability to provide services requested in the RFP. Timeliness, quality, and appropriateness of services are important criteria components as are compliance with The Standards for Educational and Psychological Testing of the American Psychological Association and legal defensibility.
- 5.4 **Fee**
- 5.5 **Small, Women-Owned, and Minority Businesses (SWAM) Utilization**

VI GENERAL TERMS AND CONDITIONS- GOODS AND NONPROFESSIONAL SERVICES

6.1 VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office, by calling the Division of Purchases and Supply at (804) 786-3845 by dialing in to DPS' Bid Source electronic bulletin board: (804) 371-8346, or The Department of General Services website at www.dgs.state.va.us.

6.2 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations

6.3 ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

6.3.1. During the performance of this contract, the Contractor agrees as follows:

6.3.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6.3.1.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

6.3.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

6.3.2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.3.3. Upon request, the Contractor agrees to promptly assess any requests for accommodations made in accordance with the Americans With Disabilities Act pending before the Virginia Board and its opinion as to the effect that the accommodations will have on the validity and reliability of the test as well as the financial expense of such request.

6.4 ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

6.6 DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6.7 ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

6.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP'S: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. Completion and submission of Page 3 of this RFP is required.

6.9 CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror must contact the buyer whose name appears on the face of the solicitation, in writing, no later than Noon, Eastern Daylight Time, Wednesday, October 19, 2005. Any revisions to the solicitation will be made by addendum issued by the buyer. See Page 2 for inquiry instructions.

6.10 PAYMENT:

6.10.1 To Prime Contractor:

6.10.1.1 Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

6.10.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

6.10.1.3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

6.10.1.4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

6.10.1.5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

6.10.2 To Subcontract Offerors: (If Applicable)

6.10.2.1 A Contractor awarded a contract under this solicitation is hereby obligated:

6.10.2.1.1 To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

6.10.2.1.2 To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

6.10.2.2 The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth except for amounts withheld as stated in (6.11.2.1.2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the

primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment

6.11 PRECEDENCE OF TERMS: The following General Terms and Conditions -- *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT -- shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

6.12 QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

6.13 TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

6.14 ASSIGNMENT OF CONTRACT: A contract shall not be assignable to the Contractor in whole or in part without the written consent of the Commonwealth.

6.15 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the

contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

6.16 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

6.17 TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

6.18 INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

6.19 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

6.20 DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace, and (iv) include the

provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000; so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

The Contractor further acknowledges and certifies that it understand that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

6.21 NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Note: For security purposes, DHP feels it is in the Commonwealth's best interests to prohibit the Offeror from employment ex-offenders without its express written approval on a case-by-case basis.

6.22 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.

b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

VII SPECIAL TERMS AND CONDITIONS— GOODS AND NONPROFESSIONAL SERVICES

7.1 ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of Health Professions will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

7.2 AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7.3 AVAILABILITY OF FUNDS: It is understood and agreed between the parties that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.4 BEST VALUE AWARD: Selection shall be made of two or more Offeror(s) deemed to be fully qualified and best suited among those submitting best value proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the Offeror(s) whose proposal(s) represent the most advantageous and best offer. Awards up to \$100,000 may be made to a reasonably ranked minority or woman-owned Offeror that is other than the highest ranking Offeror when such purchases are made under a remedial procurement plan established in accordance with guidelines prescribed by the Department of Minority Business Enterprise (DMBE). Awards over \$100,000 will be made on a best value basis to the Offeror(s) which, in its opinion, represents the best overall combination of quality, price, and various elements of required goods/services, as stated in this solicitation, that in total are optimal relative to the agency's needs. The Commonwealth may cancel this solicitation or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359 D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's offer as negotiated.

7.5 CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation

7.6 PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

7.6 INDEMNIFICATION: Contractor, except to the extent that the Contractor and any of its subcontractors enjoy sovereign immunity as agencies of a local governing body, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, equipment of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the material, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

The Contractor shall be responsible for the legal defense of all challenges relating to the development, content, and validity of the examinations and shall pay all judgments resulting from any such challenges. Neither the Department nor the Board shall be responsible for validity of any examination or test question.

No person performing work pursuant to this contract shall be deemed an employee of the Commonwealth. Nothing contained herein shall be deemed an expressed or implied waiver of the sovereign immunity of the Commonwealth.

7.7 IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal must be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror

Street or Box Office

City, State, Zip

Due Date & Time: Noon, Eastern Time, November 4, 2005

RFP No. FDE-2005-14: FDE Jurisprudence Exam

Attention: Donna Shropshire, Finance

The envelope should be addressed as directed on Page 2 of this solicitation. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7.8 LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The Department of Health Professions is not responsible for delays in the delivery of mail by the U. S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

7.9 SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime Contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

7.10 REFERENCES: Offerors shall provide a list of at least four (4) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, and an accurate telephone number.

7.11 RENEWAL OF CONTRACT: After the original two-year term of this contract, the Commonwealth may renew annually for three (3) successive one- year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Communications category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (For recent Consumer Price Index statistics, contact the Bureau of Labor Statistics at their website <http://stats.bls.gov/news.release/cpi.toc.htm>).

7.12 SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. The Contractor is solely responsible for payment to any Subcontractor, or vice versa.

7.13 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of

his own employees.

7.14 eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The contract will result in one (1) eVA purchase order(s) with the 1% transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately 30 days after the purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

IX PRICING SCHEDULE

The Contractor agrees to provide the services in compliance with the Scope of Work and Terms and Conditions contained herein.

X METHOD OF PAYMENT

Examination fees will be collected directly from the candidate by the Contractor.

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